

REDACTED VERSION OF
EXHIBIT 4



Eventbrite Services Agreement

This Eventbrite Services Agreement (“**Agreement**”) is entered into by and between MRG Concerts Ltd. (“**Organizer**”) and Matt Gibbons (whether one or more are specified, each “**Guarantor**”), on the one hand, and Eventbrite, Inc. (“**Eventbrite**”), a Delaware corporation, on the other hand. Organizer and Eventbrite are referred to individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined in this Agreement are defined in the Eventbrite Standard Terms and Conditions, as described below (“**Standard Terms and Conditions**”). The “**Effective Date**” of this Agreement is the latest date signed by the Parties.

1. TERM, PRIOR AGREEMENT, LIMITED TERMINATION RIGHT, AND NEW ADVANCES

End Date: the later of December 31, 2023 and Eventbrite’s receipt of payment in full of all amounts becoming due from Organizer hereunder, including, without limitation, of all Advances made hereunder and any Eventbrite Revenue Share becoming due hereunder (the “**End Date**”).

The term of this Agreement begins on the Effective Date and ends on the End Date (the “**Initial Term**,” and, together with any extension by the terms of this Agreement, the “**Term**”). Organizer agrees to begin listing tickets or registrations for sale on the Eventbrite System as soon as practicable following the Effective Date.

PRIOR AGREEMENT	Organizer and Eventbrite entered into that certain Eventbrite Services Agreement dated as of September 11, 2018, as later amended, (the “ Prior Agreement ”). Organizer and Eventbrite hereby agree that as of the Effective Date (i) the Prior Agreement shall immediately terminate; (ii) each party’s rights and obligations under the Prior Agreement shall immediately cease; and (iii) this Agreement shall replace the Prior Agreement in its entirety. Notwithstanding the foregoing, any provision of the Prior Agreement that should remain in full force in order to give proper effect to its intent (including, without limitation, Organizer’s release, Organizer’s obligations to repay Advances (as defined in the Prior Agreement) and any other outstanding balances under the Prior Agreement, Organizer’s obligations to pay Eventbrite Revenue Share under the Prior Agreement, and Organizer’s obligations with respect to refunds and chargebacks) shall survive the Prior Agreement’s replacement, termination or expiration. Organizer acknowledges and agrees that the current Prior Agreement Advance balance that remains due and owing by Organizer to Eventbrite is [REDACTED].
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LIMITED TERMINATION RIGHT	[REDACTED]
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NEW ADVANCES	The Parties will negotiate in good faith as soon as a reasonably practicable following the Effective Date of this Agreement with respect to terms and conditions regarding new advances to be made available to Organizer pursuant to this Agreement. Any such terms and conditions regarding new advances may only be agreed upon in a duly executed amendment to this Agreement.
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2. SERVICES

During the Term, Eventbrite agrees to provide Organizer the services described in this Agreement, including granting Organizer access to the Eventbrite System.

3. HARDWARE AND TICKET STOCK

LONG-TERM LEASED EQUIPMENT	At the written request of Organizer and subject to the terms and conditions of Eventbrite’s standard equipment lease agreement, which Eventbrite will provide (the “ Equipment Lease ”), Eventbrite will lease Organizer reasonable quantities (as mutually determined by the Parties based on the size of a given Event, the addition of a Venue, or otherwise) of the equipment stated below (the “ Leased Equipment ”).
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Leased Equipment	Quantity Per Item	Price Per Item
[REDACTED]	1	[REDACTED]
[REDACTED]	1	[REDACTED]

	<table border="1"> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Other equipment, as mutually agreed by the Parties</td> <td>As mutually agreed by the Parties</td> <td></td> </tr> </table>				Other equipment, as mutually agreed by the Parties	As mutually agreed by the Parties		<p>Organizer must make a written request (email being acceptable) to Eventbrite for Leased Equipment at least [REDACTED] before the Event(s). Eventbrite reserves the right to modify the Leased Equipment quantities based on the actual need at Event(s).</p>
Other equipment, as mutually agreed by the Parties	As mutually agreed by the Parties							
TICKET STOCK	<p>Eventbrite agrees to provide [REDACTED] based on Organizer's actual need.</p>							

4. FEES

a) TICKETING/REGISTRATION FEES: The fees stated below (“**Service Fees**”) will apply to all paid tickets and registrations sold on the Eventbrite System that are processed in the currency(ies) listed below. For tickets or registrations processed in other currencies, Organizer agrees to pay the Services Fees linked at www.eventbrite.com/organizer/pricing.

Eventbrite Service Fee		
<i>Sales processed in CAD</i>	Eventbrite Service Fee	Organizer Revenue Share, a/k/a Organizer Royalty
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
<i>Sales processed in USD</i>	Eventbrite Service Fee	Organizer Revenue Share, a/k/a Organizer Royalty
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Eventbrite Payment Processing Fee		[REDACTED]
b) ORGANIZER BOX OFFICE FEES: If Eventbrite System allows additional fees to be charged to Consumers for box office sales, Organizer directs that such fees be collected from Consumers as follows:		
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
Credit Card Processing	[REDACTED]	

Eventbrite

5. ORGANIZER ROYALTY AND ADDITIONAL FEES

Royalty: The Organizer Royalty amount listed above (the “**Royalty**,” also sometimes referred to as Organizer’s “Revenue Share”)

If requested by Organizer, Eventbrite will collect an additional fee from Consumers in the amount of the Royalty stated above on tickets/registrations sold by Organizer on the Site and such other fees able to be collected from Consumers as Organizer reasonably requests (“**Additional Fees**”). Eventbrite will collect Royalties and Additional Fees at the time of purchase along with the Service Fee and remitted to Organizer by Eventbrite in accordance the settlement terms applicable to Organizer. Organizer must send written requests (email being acceptable) to add/change a Royalty or Additional Fees for specific ticket types at least [REDACTED] before the onsale date of the applicable Event, provided that Eventbrite reserves the right to institute a reasonable cap on the Royalty/Additional Fees. The Credit Card Processing Fee / Eventbrite Payment Processing Fee applies to the Royalty and Additional Fees.

6. EXCLUSIVITY

Name of Venue(s):	Vogue Theatre
Address of Venue(s):	918 Granville Street Vancouver, BC, V6Z 1L2

Name of Venue(s):	Adelaide Hall
Address of Venue(s):	250 Adelaide Street West Toronto, ON, M5H 1X6

Name of Venue(s):	Biltmore Cabaret
Address of Venue(s):	2755 Prince Edward Vancouver, BC, V5T 0A9

Name of Venue(s):	Imperial
Address of Venue(s):	319 Main Street Vancouver, BC, V6A 2S9

Name of Venue(s):	Garrick
Address of Venue(s):	330 Garry Street Winnipeg, MB, R3B 2G7

Name of Venue(s):	Capital Ballroom
Address of Venue(s):	858 Yates Street Victoria, BC, V8W 1L8

Organizer, on behalf of itself and its Affiliates, hereby appoints Eventbrite as the sole and exclusive provider during the Term of Ticketing and Registration Services for (i) all events at Venues (including events promoted by third parties) and (ii) all other Events, including, without limitation, events co-promoted or co-produced by Organizer and Boondang Music Group (“**Boondang Events**”). The Venues Organizer currently owns and/or operates include those listed above. Upon any Divestiture or Change of Control of Organizer or any Venues or Events, Eventbrite’s rights and Organizer’s and its Affiliates’ obligations will continue in full force and effect after such Divestiture or Change of Control for all such Venues and Events. For each Venue and Event in or to which Organizer acquires any right, title or interest during the Term, Organizer will cause each other holder of any right, title or interest in or to such Venue or Event to promptly execute, and upon any Divestiture or Change of Control of Organizer or any Venues or Events, Organizer will cause each successor to any rights in or to Organizer or the Venue(s) or Event(s), as applicable, to promptly execute, an amendment to this Agreement in a form reasonably satisfactory to Eventbrite pursuant to which such holder or successor, as applicable, acknowledges and agrees to Eventbrite’s rights under this Agreement, including, without limitation, Eventbrite’s rights as the sole and exclusive provider during the Term of Ticketing and Registration Services for all Venues and Events and pursuant to which such holder or successor, as applicable, conditionally and irrevocably guarantees (on a continuing basis as primary obligor) the timely performance of all present and future obligations, liabilities and agreements required to be performed or paid by Organizer under this Agreement. If the name or address of a Venue changes during the Term, Eventbrite’s rights and Organizer’s and its Affiliates’ obligations will continue in full force and effect after such change. During the Term, Organizer and its Affiliates will not (A) sell tickets or registrations to any Events through any other person or entity; and (B) enter into any other agreement that would violate Eventbrite’s exclusive rights stated in this Agreement. For the avoidance of doubt, any breach by Organizer of this “Exclusivity” Section of the Agreement will be deemed material and incurable.

GENERAL ALLOTMENT	Organizer will allocate 100% of the sellable capacity of the applicable Event for public advance sale on the Eventbrite System. [REDACTED]
THIRD PARTY VENUE	The exclusivity stated above will not apply when an Event takes place at a venue that is not owned, controlled or operated by Organizer or its Affiliates (each, a “ Third Party Venue ”) that has an exclusive agreement with a third

	party ticketing provider requiring that Organizer use the third party ticketing provider, <u>provided that</u> Organizer has used its best efforts to cause Eventbrite to be the ticketing provider, and <u>subject to</u> Organizer's payment of any Eventbrite revenue share if Eventbrite has paid an advance for the event.
BOODANG EVENTS	The exclusivity stated above will not apply to any Boodang Event for which Boodang Music Group specifically declines to use Eventbrite as the ticketing provider, <u>provided that</u> Organizer has used its best efforts to cause Eventbrite to be the ticketing provider, and <u>subject to</u> Organizer's payment of any Eventbrite revenue share if Eventbrite has paid an advance for the event.

7.

8. MINIMUMS

- a) Organizer agrees to sell [REDACTED] during the Initial Term starting the Effective Date.
- b) If Organizer fails to achieve the Minimum Sales Amount during the Initial Term, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- c) The remedies under this section are cumulative and in addition to all other available remedies.

9. CONFIDENTIALITY

Organizer and Eventbrite will keep confidential the terms of this Agreement (including but not limited to the Fees, Services and all other financial terms granted to Organizer in this Agreement), as well as adhere to the confidentiality provisions stated in the Standard Terms and Conditions.

10. STANDARD TERMS AND CONDITIONS

This Agreement includes and incorporates Eventbrite's Standard Terms and Conditions which are attached as the Standard Terms and Conditions Exhibit as well as the Eventbrite Terms of Service (the "**Terms of Service**"), which are incorporated into this Agreement by reference. A copy of the Terms of Service is available at www.eventbrite.com/tos/. In the event of a conflict between or among this Agreement, the Standard Terms and Conditions and the Terms of Service, the following order of precedence will apply: first this Agreement, then the Standard Terms and Conditions, then the Terms of Service.

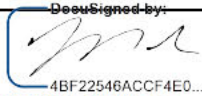
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Eventbrite

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MRG Concerts Ltd.

Authorized Signatory
Signature:

DocuSigned by:

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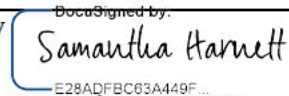
Name (Print): **Matt Gibbons**

Title: **President**

Date Signed: **2019-12-05**

Eventbrite, Inc.

Authorized Signatory
Signature:

DocuSigned by:

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Name (Print): **Samantha Harnett**

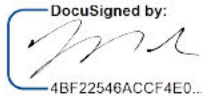
Title: **Senior Vice President, General Counsel**

Date Signed: **2019-12-05**

In consideration of the benefits derived by Guarantor from the activities contemplated by this Agreement, Guarantor unconditionally and irrevocably guarantees (on a continuing basis as primary obligor) the timely performance of all present and future obligations, liabilities and agreements required to be performed or paid by Organizer under this Agreement, and agrees to pay all reasonable costs, fees and expenses incurred by the Eventbrite relating to the enforcement of Eventbrite's rights hereunder (collectively, the "Obligations"). The obligations of Guarantor under this paragraph are independent of the Obligations, and separate actions may be brought against Guarantor and Organizer (and/or Guarantor may be joined in any action against Organizer).

Printed Name: **Matt Gibbons**

Signature:

DocuSigned by:

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Date: **2019-12-05**

Address: **146 South Drive, Toronto ON M4W 1S2**



Standard Terms and Conditions Exhibit

These Standard Terms and Conditions (the "**Standard Terms and Conditions**") are appended to and incorporated into the Eventbrite Services Agreement between Eventbrite and Organizer (the "**Agreement**"). Unless otherwise defined, capitalized terms used in the Agreement have the same meaning as stated in these Standard Terms and Conditions.

1. Services

During the Term, Eventbrite agrees to provide Organizer with the services described in the Agreement, including granting Organizer access to (i) the Ticketing and Registration Services; (ii) Eventbrite's websites and domains (including all webpages, subdomains and subparts, the "**Site**"); and (iii) the Eventbrite apps (collectively, the "**Services**").

2. Definitions

Depending on the Services requested by Organizer, some of the definitions stated below may not be applicable to the Agreement between Eventbrite and Organizer.

a. An "**Affiliate**" of an entity means any person or entity that controls, is controlled by, or that is under common control with, such entity, whether as of the Effective Date or thereafter. For purposes of the Agreement and these Standard Terms and Conditions, "control" means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct the management and policies of an entity.

b. "**Change of Control**" means (i) any transaction or series of transactions (whether by merger, consolidation, sale of equity or otherwise) that results in the transfer of the beneficial ownership of more than 50% of the combined voting power of an entity's then-outstanding securities voting shares, or the consummation of any other merger or consolidation of an entity with or into another entity; (ii) any sale, transfer or other disposition of substantially all of the assets of an entity; or (iii) any other transaction or series of transactions that has the substantial effect of any of the foregoing.

c. "**Divestiture**" means any transaction or series of transactions where Organizer or any of its Affiliates sells, transfers or otherwise divests, in whole or in part, a business unit, division or organization responsible for promoting an Event.

d. "**Eventbrite Payment Processing**" or "**EPP**" means Eventbrite's payment processing service as further described in the Merchant Agreement (which is part of the Terms of Service). EPP is required for all transactions using Eventbrite's point of sale solution.

e. "**Eventbrite System**" means all Eventbrite proprietary technology, including but not limited to software, and all Eventbrite operated or licensed services that have or will be established by Eventbrite for the purpose of marketing, selling, delivering, printing, or otherwise making tickets available for sale. The Eventbrite System includes, but is not limited to, the password-protected, world wide web application, which can be accessed over the Internet by Organizer in order to perform operations related to online ticket sales, box office sales, marketing tools, website operations, as well as any future modifications to the application and any additions to the application, such as other technologies developed, owned or licensed by Eventbrite in the future relating to providing its Services.

f. "**Events**" means all events promoted, produced, owned, or hosted, either individually or jointly with others by Organizer and/or its Affiliates at any time during the Term, or for which Organizer and/or its Affiliates control the ticketing rights at any time during the Term.

g. "**Face Value**" means the price of a ticket or registration sold through the Eventbrite System. The Face Value includes all applicable local, state and federal taxes but excludes Fees.

h. "**Notice**" means a written notification sent by Organizer to Eventbrite at legal@eventbrite.com or sent by Eventbrite to Organizer at the primary Eventbrite username used by Organizer.

i. "**Sales**" means the proceeds from the sale of tickets, registrations or other items related to Organizer's Events on the Eventbrite System. Tickets/registrations that are refunded or the subject of a chargeback will not count in determining Equipment Lease Charge or other fee waivers, fee credits, account credits, duration of the Term, Royalties, Bonus Payments, Minimum Sales Amounts, or Minimum Yearly Sales Amounts.

j. "**Ticketing and Registration Services**" means any sale of tickets or registrations conducted in any manner, from a microprocessor-based device or otherwise, including but not limited to computers, fixed line or cellular telephones, kiosks, ATMs, televisions, dumb terminals and personal digital assistants, with or without the intervention of a human sales agent.

k. "**Transaction Value**" means the total value of Organizer's transaction processed by Eventbrite, including the Face Value, Organizer Royalty (if any) and Service Fees.

l. "**Venue**" means any venue or physical location of any nature whatsoever, indoors or outdoors, whether now existing or existing at any time during the Term, that Organizer and/or its Affiliates owns and/or operates at any time during the Term.

3. Taxes

All Fees (including, without limitation, Service Fees) are exclusive of Taxes. "**Taxes**" has the meaning given to it in the Merchant Agreement and includes, without limitation, any sales, use, amusement, Value Added Tax, goods and services and/or GST, consumption, excise and other taxes,



duties, levies and charges.

4. Term and Termination

Each Party may terminate the Agreement before the end of the Term only if the other Party (i) materially breaches or defaults under the Agreement and fails to cure the material breach or default (if curable) within 30 days (or 10 business days, in the case of a monetary default) of receiving Notice thereof; or (ii) is subject to a filed bankruptcy petition or formal insolvency proceeding or upon any appointment of a receiver for all or any portion of the other Party's business, or any assignment of all or substantially all of the assets of such other Party for the benefit of creditors. In addition, Eventbrite may terminate the Agreement immediately in the event that Organizer experiences, in Eventbrite's reasonable discretion, a material adverse change in the operations, business, assets, properties, liabilities, condition or prospects or the ability of Organizer to perform its obligations when due under the Agreement. All provisions of the Agreement that by their nature should survive termination or expiration of the Agreement will survive (including, without limitation, all obligations to make payment). In the event that (a) Organizer ceases selling Tickets on the Site to any Event that is subject to the "Exclusivity" Section of this Agreement prior to the end of the Term for any reason, and/or (b) Organizer suspends operations for any Event or Venue for any reason, then, in addition to and without limiting any of Eventbrite's rights or remedies, Term will automatically extend by a period of time equal to the duration of the applicable contingency(ies). For the avoidance of doubt, Eventbrite will not have any obligation to make additional sponsorship payments or bonus payments to Organizer during any Renewal Term or any extension of the Term unless mutually agreed in writing via a duly executed amendment to this Agreement.

5. Representations and Warranties

(a) Each party hereby represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state or province, as the case may be, of its formation; (ii) it has all requisite power and authority to enter into the Agreement and to carry out the transactions contemplated hereby and it is not insolvent or entering the zone of insolvency; (iii) the entering into and performing of the Agreement will not result in any breach of, or constitute default under, any other agreement to which it is a party, including, without limitation, any other agreement for the sale of tickets; (iv) the undersigned for each party has the full right, legal power and actual authority to bind such party to the terms and conditions hereof; and (v) there is no claim, action, suit, proceeding, charge or investigation pending, or to its knowledge, currently threatened (in writing or orally), against it that could reasonably be expected to be material to it.

(b) Organizer represents and warrants to Eventbrite that (i) the financial statements, settlement reports, ticket sales data, schedule of Event expenses, entity ownership information, venue contracts and any other information provided by Organizer to Eventbrite verbally or in writing (the "Diligence Backup") are true and correct in all material respects, (ii) Organizer does not have any material liabilities (whether contingent or otherwise) other than those set forth in the financial statements provided as part of the Diligence Backup, (iii) with respect to any Venue that is subject to "Exclusivity" Section of the Agreement, Organizer is an agent of the Venue and is duly authorized in such capacity to execute and deliver this Agreement and to schedule and present Events at the Venue; (iv) with respect to any Venue that is subject to the "Exclusivity" Section of the Agreement, there is no existing, and will not be any, agreement or understanding between or among Organizer, Organizer's Affiliates, the Venue, the Venue's owners, the Venue's operators, and/or any third party respecting the sale of tickets or registrations for any event that would invalidate or contradict this Agreement or violate Eventbrite's rights hereunder; (v) with respect to any Event that is subject to the "Exclusivity" Section of the Agreement, there is no existing, and will not be any, agreement or understanding between or among Organizer, Organizer's Affiliates, the applicable venue, the applicable venue's owners, the applicable venue's operators, and/or any third party respecting the sale of tickets or registrations for such Event that would invalidate or contradict this Agreement or violate Eventbrite's rights hereunder, and Organizer has obtained and maintained the right to schedule and present Events at the applicable venue, and (vi) without in any way limiting Organizer's obligations under the "Exclusivity" Section of this Agreement, Organizer has the sole right to control ticketing and registration for, and appoint Eventbrite as exclusive ticketing and registration agent for, the Events and the Venues that are subject to the "Exclusivity" Section of the Agreement. During the Term, Eventbrite reserves the right to request updated Diligence Backup from Organizer and Organizer will promptly provide to Eventbrite such requested updated Diligence Backup and such other information materially related to Organizer's rights in and to the Venue(s), ticket sales for Event(s), and Organizer's obligations hereunder. During the Term and for a period of 2 years after the Term, upon Eventbrite's reasonable request and no more frequently than once a year, Eventbrite and its authorized representative(s) will have the right to examine the books of account and records and other documents and material in Organizer's possession or under its control solely with respect to the subject matter and terms of this Agreement, and Organizer will preserve the same until the expiration of such post-Term period.

(c) Organizer understands and acknowledges that as a company with global operations, Eventbrite must comply with the laws of the United States, including the U.S. Foreign Corrupt Practices Act, and the laws of the foreign countries in which Eventbrite does business, including the UK Bribery Act, Brazil Law No. 12.846/2013 (Anti-Corruption Law) and similar anti-corruption laws of other nations (collectively, the "Anti-Corruption Laws"). Organizer represents and warrants that Organizer and its employees, officers and directors have never been the subject of any investigations, accusations, proceedings, claims, demands or alleged violations of Anti-Corruption Laws. Organizer covenants and agrees to strictly adhere to all applicable Anti-Corruption Laws in connection with fulfilling its obligations under the Agreement.

(d) For each Event that is a festival, Organizer will maintain in full force and effect event cancellation insurance (which, without limiting the generality of the foregoing will also include non-appearance insurance, weather and rain insurance, terrorism and assailant insurance) acceptable to Eventbrite (the "Cancellation Insurance"). The Cancellation Insurance policies will be written by a licensed insurance company with a Best's Rating of no less than A-VIII (or comparable rating). Organizer will provide, upon request by Eventbrite, copies of the relevant policies and certificates of insurance evidencing the Cancellation Insurance. Organizer will name Eventbrite as a loss payee on each Cancellation Insurance policy (which status will require at least 30 days prior written notice to Eventbrite of any cancellation and/or material change to such policy) and will deliver certificate(s) of insurance and endorsement(s) satisfactory to Eventbrite evidencing such status at least 30 days before the date of the applicable Event. In the event that Organizer fails to comply with the provisions of this Event Cancellation Insurance Section, then, in addition to such other remedies that Eventbrite may have, Eventbrite may require Organizer to reimburse Eventbrite for Eventbrite's reasonable costs of obtaining Eventbrite's own Cancellation Insurance policies.



6. Confidentiality

Organizer acknowledges and agrees that the Agreement and these Standard Terms and Conditions constitute the confidential information of Eventbrite. Organizer covenants and agrees that Organizer will hold in confidence and will not disclose the Agreement or any of its terms to any other person or entity, other than those employees, contractors or agents of Organizer having a need to know such information in connection with exercising Organizer's rights or fulfilling Organizer's obligations under the Agreement and only insofar as such persons are bound by nondisclosure obligations consistent with the Agreement.

7. Governing Law and Dispute Resolution

The Agreement are governed by the laws of the state of California, excluding conflict of law rules. In the event of any dispute arising under the Agreement, the Parties will, for 30 days following receipt of written notice of the dispute by a Party from the other Party, use good faith efforts to resolve the dispute by mutual agreement before initiating legal action. The "Binding Arbitration" Section of the Terms of Service will not apply to the Agreement or any disputes between Eventbrite and Organizer. All disputes, proceedings or claims arising out of or relating to the Agreement or the relationship between the Parties will be brought and litigated exclusively in the federal or state courts of San Francisco, California, USA and each Party consents to personal jurisdiction in those courts. In the event of a dispute between the Parties, the prevailing Party for any such action will be entitled to its reasonable attorneys' fees and costs incurred in the action from the other Party.

8. Assignment and Transfer

The Agreement is personal to Organizer and may not be assigned or transferred (whether by operation of law or otherwise) by Organizer without Eventbrite's prior written consent, except to a successor as a result of a Change of Control, provided that Organizer gives Eventbrite prior written notice, with reasonably sufficient detail, of such Change of Control and further provided that such assignment does not have a materially adverse effect on the operations, business, assets, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of Organizer or the ability of Organizer to perform its obligations when due under this Agreement. In addition, Organizer will assign the Agreement to any successor to substantially all or all of its assets related to the Agreement, and will ensure that all entities subject to any exclusivity obligations stated in the Agreement are bound by the terms and conditions of the Agreement. The Agreement will be binding on and inure to the benefit of each of the Parties and their respective successors and assigns. In the event of any assignment by Organizer under this Section 8, such assignment will not relieve Organizer of any obligations or liabilities incurred under this Agreement prior to such assignment, and Organizer will remain secondarily liable for any obligations or liabilities of the assignee(s) under this Agreement.

9. Offset; Injunctive Relief

Eventbrite will be entitled to offset any amounts payable to Eventbrite by Organizer under the Agreement (or any other agreement between Eventbrite and Organizer and/or their Affiliates) against any amounts payable by Eventbrite to Organizer under the Agreement (or any other agreement between Eventbrite and Organizer and/or their Affiliates). A breach by Organizer of any exclusivity or confidentiality obligations under the Agreement may result in irreparable and continuing damage to Eventbrite for which there may be no adequate remedy at law. Upon any such breach or any threat thereof, Eventbrite will be entitled to seek appropriate equitable relief, without the requirement of posting a bond, and in addition to whatever remedies it might have at law.

10. Legal Review

Each of the Parties has had the opportunity to have its legal counsel review the Agreement and these Standard Terms and Conditions on its behalf. If an ambiguity or question of intent arises with respect to any provision of the Agreement, the Agreement will be construed as if drafted jointly by the Parties. The Parties expressly agree that the construction and interpretation of the Agreement shall not be strictly construed against the drafter.

11. Miscellaneous

The relationship created by the Agreement is that of independent contractors, and nothing contained in the Agreement will be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the Parties. The Agreement (including these Standard Terms and Conditions and the Terms of Service) constitutes the entire agreement between Organizer and Eventbrite concerning its subject matter and supersedes all prior and contemporaneous agreements, proposals, discussions and communications (oral and written) on the subject matter. The Agreement may be executed in counterparts (including PDF and other electronic copies), which taken together will constitute one instrument. Except for Eventbrite's right to modify its Terms of Service, no modification, amendment, or waiver of any provision of the Agreement will be effective unless in writing and signed by both Parties. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision should be modified by the court and interpreted so as best to accomplish the objectives of the original provision, and the remaining provisions of the Agreement will remain in effect. Each of the services provided by Eventbrite and described herein will be deemed to be "Services" under the Terms of Service and each of the charges, fees and other costs set forth herein will be deemed to be "Fees" under the Terms of Service.
